

After Recording Return to:

Jeff Newschwander  
Department of Ecology  
15 W. Yakima Ave, Ste 200  
Yakima, WA 98902

Skip Moore, Auditor, Chelan County, WA.

AFN # 2358512

Recorded 12:42 PM 04/02/2012

COVEN Page: 1 of 7 \$68.00 JOYCE ZIKER  
PARKINSON

### **Environmental Covenant**

**Grantor:** Wal-Mart Stores, Inc.

**Grantee:** State of Washington, Department of Ecology

**Legal:** NESESW LESS HWY

**Tax Parcel No.:** 232028340050

Grantor, Wal-Mart Stores, Inc., hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant ( hereafter "Covenant" ) made this day of March 26, 2012 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Grantor, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

Soil Remediation Report – Proposed Wenatchee #2187 Expansion – 2000 N. Wenatchee Avenue, Wenatchee, Chelan County, Washington, dated November 15, 2011. This document is on file at Ecology's Central Regional Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of lead, arsenic, Dichlorodiphenyltrichloroethane (DDT), p-p-Dichlorodiphenyldichloro-ethylene (DDE), Dichlorodiphenyldichloroethane (DDD), and dieldrin which exceed the Model Toxics Control Act Method A or B Cleanup Level(s) for Soil established under WAC 173-340-740. Wal-Mart prepared an Operations and Maintenance Plan that provides guidelines for maintaining protective barriers installed to cap residual contaminants in soils at the site. A copy of this Operations and Maintenance Plan is also available at Ecology's Central Regional Office.

The undersigned, Grantor, is the fee owner of real property (hereafter "Property") in the County of Chelan, State of Washington, that is subject to this Covenant. The Property is legally described as stated above under 'Legal Description'.

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1.

a. As shown on Exhibit A, a portion of the Property contains lead, arsenic, Dichlorodiphenyltrichloroethane (DDT), p-p-Dichlorodiphenyldichloro-ethylene (DDE), Dichlorodiphenyldichloroethane (DDD), and dieldrin contaminated soil located beneath buildings, pavement, sidewalks, or other protective barriers. The Owner shall not alter, modify, or remove the existing structure[s] or protective barriers in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

b. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

WAL-MART STORES, INC.

  
[Name of Signatory]

*V.P. of Real Estate*  
[Title]

Dated: 3-7-2012

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

*Valerie Bound*  
[Name of Person Acknowledging Receipt]

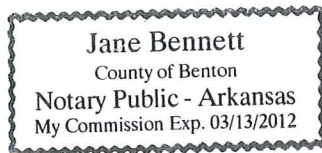
*Section Manager*  
[Title]

Dated: 3-26-12



STATE OF ARKANSAS  
COUNTY OF BENTON

On this 7th day of March, 2012, I certify that John E. Clarke personally appeared before me, acknowledged that ~~he/she~~ is the V.P. of Rose Estate of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ~~he/she~~ was authorized to execute said instrument for said corporation.



Jane Bennett  
Notary Public in and for the State of  
Arkansas, residing at Bentonville, Ar.  
My appointment  
expires 3-13-2012

Exhibit A

Site Ground Cover

